

# Restaurants Canada's KitchenAid Commercial Trio Contest

Official Contest Rules and Regulations:

By participating in this contest, each entrant agrees to be legally bound by these Official Contest Rules and Regulations (the "Rules").

1. **CONTEST SPONSOR:** The contest sponsor is KitchenAid (the "Sponsor").
2. **AGREEMENT:** These Rules govern the KitchenAid Commercial Trio Contest (the "Contest"). The act of entering the Contest constitutes acceptance of these Rules and the decisions of the Sponsor, which decisions shall be final and binding upon all entrants.
3. **CONTEST PERIOD:** The Contest begins on January 12, 2018 at 9:00 a.m. and ends on March 31, 2018 at 9:00 p.m. (the "Contest Period").
4. **ELIGIBILITY:** The Contest is open to all legal residents of Canada (excluding Quebec). All entries become the property of Restaurants Canada. To be eligible to win a prize, entrant must be of age of majority within their place of residence at the start of the Contest Period. The Contest is not open to employees, immediate family members (i.e. spouses or biological, step or adoptive parents, children or siblings) or anyone domiciled with any employee of Restaurants Canada, the Sponsor, or prize supplier, or any of their respective affiliates, subsidiaries, advertising or promotional agencies or fulfillment houses, or contractors. A valid email address is required and there is a limit of one (1) "Online Entry" per person during the Contest Period. Your Online Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not submitted and received in accordance with these Rules during the Contest Period. All entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification).
5. **HOW TO ENTER:** There are two (2) ways to enter the Contest and be eligible to win a prize:
  - i. During the Contest Period, current subscribers to RC BITE newsletter will automatically receive one (1) Online Entry. There is a limit of one (1) Online Entry per person.
  - ii. During the Contest Period, non-subscribers to RC BITE newsletter may access the MENUmag website at <https://www.restaurantscanada.org/newsletter-signup/subscribe-to-bite/> and subscribe to RC BITE newsletter, resulting in one (1) Online Entry. Each entrant may use only one (1) valid email address to enter the Contest. There is a limit of one (1) Online Entry per person.
6. **PRIZE:** There is one (1) prize (the "Prize") available to be won, consisting of the following:
  - One (1) KitchenAid Commercial Culinary Blender (Model KSBC2FIDP)
  - One (1) KitchenAid Commercial 8-quart Stand Mixer (Model KSMC895DP)
  - One (1) KitchenAid Commercial Immersion Blender (Model KHBC3100B)

The Prize is non-transferable and has no cash redemption value. Approximate retail value of the Prize is two thousand and eighty dollars (\$2,080.00) CDN. Unauthorized use, reproduction or resale is prohibited. The Prize will not be replaced or replenished if lost, stolen, used incorrectly or without authorization. Other terms and

conditions may apply. Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash. The Sponsor reserves the right, at its sole discretion, to substitute a Prize of greater or equivalent monetary value if the Prize cannot be awarded as described for any reason. The Sponsor will arrange delivery of the Prize; any other costs or expenses associated with the Prize not specified herein will be the responsibility of the selected winner.

7. **WINNER SELECTION:** One (1) potential winner will be chosen by random draw from among all eligible Online Entries received during the Contest Period on March 5, 2018. The draw will take place at the Restaurants Canada office located at 1155 Queen Street West, Toronto, Ontario, Canada M6J 1J4. The potential winner will be contacted by telephone or email by a representative of the Sponsor, and must reply within twenty-four (24) hours to maintain eligibility. In order to be eligible to win, the potential winner must correctly answer a time-limited mathematical skill-testing question, without assistance or mechanical or electronic aid. If any potential winner cannot be contacted within this time period, or fails to respond to any attempted contact, or incorrectly answers the skill-testing question posed by the Sponsor, such potential winner will be disqualified, his/her Online Entry will be declared null and void and the Sponsor reserves the right, in its sole and absolute discretion, to select at random, another eligible Online Entry, in which event these provisions shall apply to such other eligible Online Entry. If a potential winner does not claim the Prize within twenty-four (24) hours of notification, another eligible Online Entry may be selected, in the sole discretion of the Sponsor, and the first potential winner will have no further claim to the Prize. The Sponsor is not responsible for a lost, stolen or unclaimed Prize. If a potential winner is unable or unwilling to accept or otherwise redeem the Prize on the terms upon which it is awarded, the Prize shall be forfeited and no cash or substitute will be provided in whole or in part.
8. **RELEASE:** Prior to receiving the Prize, the potential winner will be required to provide proof of identity (valid, government issued photo identification) and sign a declaration of eligibility and release form releasing the Sponsor, their related parties and the Prize supplier from any and all liability in connection with the Contest and/or the Prize, confirming compliance with the Rules and consenting to the use of his/her name and photograph, in any and all forms of media, without further compensation, in any publicity carried out by the Sponsor, and its respective advertising and promotional agencies. The signed form must be received by the Sponsor within twenty-four (24) hours of notification or the Prize may be forfeited and awarded to an alternate entrant.
9. **INDEMNITY:** By participating in this Contest, each entrant agrees to defend, indemnify and hold harmless Restaurants Canada, the Sponsor, the Prize supplier and each of their respective parents, subsidiaries, affiliates and/or related companies and licensees and each of their officers, directors, shareholders, employees, advisors, assignees, agents, licensors, licensees, representatives, advertising, media buyers and promotional agencies (the "Released Parties") from any and all liability in connection with, any and all damages, injuries, claims, suits, actions, causes of action, costs, expenses, liabilities or losses of any kind (including but not limited to lawyers' fees), whether direct, indirect, incidental, consequential, punitive or otherwise and as arising under any theory of law, arising out of or relating to such entrant's participation in the Contest; such entrant's receipt of, participation in, or use or misuse of the Prize; such entrant's violation of any term of these Rules or

such entrant's violation of any third party right, including without limitation any copyright, property, or privacy right.

10. **PRIVACY:** We will use your personal information to administer the Contest, including contacting, announcing and promotion of the Prize winner, and may transfer your personal information to Prize suppliers in order to perform services such as Prize fulfillment and delivery. The Contest is run in compliance with the Prize supplier's privacy policy, which may be found in full at <https://www.restaurantscanada.org/privacy-policy/>.
11. **BANNING:** The Sponsor may, in its sole discretion, prohibit any person from entering the Contest whom it believes to be abusing the Rules. Such abuse includes entering false information and entering more times than permitted under these Rules.
12. **GENERAL:** Odds of winning depend on the number of eligible entries received. This Contest is governed by the laws of Ontario and the laws of Canada applicable therein and is void where prohibited by law. The Sponsor reserves the right to cancel or modify the Contest or the Rules at any time without notice. The Prize must be accepted as awarded, is non-transferable and is not convertible to cash. The Sponsor reserves the right to substitute the Prize with a prize of equal or greater value. The Prize is awarded as-is and no warranties or guarantees are implied or expressed. Neither the Sponsor nor the Prize supplier shall be liable for any lost, late, misdirected or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this Contest, including technical issues or failures on any website or software, viruses, website disruptions, malfunctions or website downtime, human error, personal injury or property damage incurred by any Contest entrant. Sponsor is not responsible for any errors or omissions in printing or advertising this Contest. Use of any automated system including robotic or form filling software to enter or participate in this Contest is prohibited and will result in disqualification of all entries by anyone using such assistance. If a dispute arises regarding who submitted an Online Entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service.